

FILED
GREENVILLE CO. S.C.

BOOK 799 PAGE 225

The State of South Carolina,

COUNTY OF GREENVILLE

AUG 12 10 15 AM 1959

To All Whom These Presents May Concern:

L. L. BENNEFIELD

SEND GREETING

Whereas, I, the said L. L. Bennefield

hereinafter called the mortgagor(s) in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to J. LOUIS COWARD CONSTRUCTION COMPANY, INC.

hereinafter called the mortgagee(s), in the full and just sum of

Two Thousand Six Hundred and no/100 ----- DOLLARS (\$ 2,600.00), to be paid ten years after date

, with interest thereon from date at the rate of six (6%) annually percentum per annum, to be computed and paid until paid in full; all interest not paid when due to bear interest at the same rate as principal.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including ten (10%) per cent, of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That I, the said mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me, the said mortgagor(s) in hand and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said J. Louis Coward Construction Company, Inc., its successors and assigns, forever:

ALL that lot of land with the buildings and improvements thereon, situate on the North side of Forestwood Drive and on the East side of Thornwood Drive, near the City of Greenville, in Greenville County, S.C., being shown as Lot No. 23 on plat of Thornwood Acres, made by C. C. Jones, Engineer, December 1, 1958, recorded in the RMC Office for Greenville County, S.C. in Plat Book MM, page 59, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the North side of Forestwood Drive, at joint corner of Lots 23 and 33, running thence along the line of Lot 33, N. 23-35 w., 134.6 feet to an iron pin; thence with the line of Lot 24, S. 74-55 w., 100 feet to an iron pin on the East side of Thornwood Drive; thence with Thornwood Drive, S. 15-05 E., 110 feet to an iron pin; thence with the curve of Thornwood Drive and Forestwood Drive (the chord being S. 60-05 E., 35.4 feet) to an iron pin on the North side of Forestwood Drive; thence with Forestwood Drive, N. 74-55 E., 61.6 feet to an iron pin; thence continuing with the curve of Forestwood Drive (the chord being N. 71-15 E., 33.4 feet) to the beginning corner.

This is the same property conveyed to the mortgagor by deed of Williams Land Company, Inc. dated March 10, 1959, recorded in the RMC Office for Greenville County, S.C. in Deed Book 619, page 127.

*In satisfaction to this mortgage
on 8.6.59 Book 1175 Page 533*